



Request for Bid Proposals
Resurfacing Fircrest Park Tennis Courts

The City of Fircrest Parks and Recreation Department is requesting proposals to resurface three (3) tennis courts at one (1) park within the City. The resurfacing and striping will change some of the courts from a standard tennis court layout to also include pickleball lines. Please see the scope of work for additional details.

Fircrest Park Tennis Courts – 542 Electron Way

Instructions and Guidelines

Bid proposals will be received for the repair and resurfacing of the Fircrest Park Tennis Courts. All bid proposals are based on the specifications included in this packet.

1. City of Fircrest will award the selection based on the guidelines below.
2. Bid proposals should be mailed or hand delivered to:
City of Fircrest
Jeff Grover
115 Ramsdell St
Fircrest, WA 98020
3. Bid proposals must be received by 4:00 p.m. August 5th in order to be considered.
4. The resurfacing of the Fircrest Tennis Courts must match the Instructions and Guidelines in this bid.
5. Questions Concerning the specifications should be directed in writing to Jeff Grover at jgrover@cityoffircrest.net
6. Area of Work
Fircrest Park Tennis Courts
542 Electron Way
Fircrest, WA 98466

Scope of Work

The contractor will not only renovate the current old tennis courts at Fircrest Park, but also transform it into a new multisport court. In addition to resurfacing and re-stripping the courts for tennis, the contractor will also include striping for pickle ball on each side of the three tennis courts, equaling a total of six (6) pickleball courts and three (3) tennis courts.

1. General Scope of Work
Project shall include all labor, equipment, and materials necessary to resurface three public tennis courts. Contractor shall obtain and pay for City of Fircrest Business Licenses before work begins.
2. Contractor shall use SportMaster© ColorPlus™ System or equivalent.
3. Surface Repair
 - a. Hour after a rain or flooding the court, outline any puddle areas with chalk that cover a 5-cent piece (American coin). These areas should be repaired with Acrylic Patch Binder patching mix.
 - b. Fill all cracks over 1/8" wide or greater with a suitable acrylic-based crack sealant. Never use a hot or cold applied asphalt-based crack filler.
4. Clean the court surface prior to application of repair products or coatings following manufacturer's guidelines. Any areas where mold, mildew, or fungus is evident should be treated with a solution of 2 parts water to 1 part household bleach. Spray and broom in the bleach solution and allow it to sit for 20 to 30 minutes. Scrub with brooms or suitable equipment, then rinse thoroughly with a pressure washer. It's a good idea to treat any areas exposed to shade with this method.
5. Always follow the manufacturer's mixing instructions. Never over-dilute the coatings in order to "stretch" coverage.
6. Follow the manufacturer's application and curing temperatures.
7. Contractor must use the proper tools and equipment for mixing and application:
 - a. Floor Scrapers: Use to scrape foreign objects off of the surface prior to application, and gently scrape the surface between coats to remove small bumps and imperfections. Do not scrape the finish coat.
 - b. Grass Trimmers: Trim around the court to prevent grass and weeds from hanging into the application path.
 - c. Blowers & Brooms: Blow, broom, and gently scrape between coats.
 - d. Pressure Washer: Use to prepare surface for color coating system. Blast the dirt and debris out of cracks and surface voids.
 - e. Sport Squeegee: Make sure to use a squeegee that is designed for sport surfacing to minimize squeegee marks on the surface. A rubber blade that is 50 to 60 durometer (measure of softness) with a tapered/rounded edge is ideal.
 - f. Drill and Paddle Mixer: A 1 to 1.5 horsepower drill is recommended. Agitated tank systems are also available.
 - g. Line Taping Machine
8. Proper Application Technique
 - a. Have enough materials mixed for the entire coat before starting application.

- b. Always use a good quality masking tape for line striping, along with Stripe Rite line primer. This will minimize bleed under of the line paint for sharp lines. Two-inch wide masking tape is recommended for tennis court striping. One-inch tape works best for circles and arcs. The narrower tape can curve better without billowing.
- 9. Location of the work:
The work address is 542 Electron Way, Fircrest, WA 98466.
- 10. Authorized Work Days and Hours.
Work on the Project shall be scheduled for weekdays, excluding holidays, Monday through Friday, 7am to 5 pm. Weekends may be possible with approval from the City.
- 11. Work Schedule
The Work is scheduled to occur over a two-week period with the completion date of before September 16, 2022. Work shall only be performed when current and forecast weather conditions are consistent with product manufacturer's specifications.
- 12. Public Notification and Safety
Contractor to post signs at least 48 hours in advance, at tennis courts informing residents the date that the courts will be closed. Contractor shall take all necessary precautions to protect the public including staff to keep park users away from contractor trucks and equipment and provide all traffic control required to perform the work.
- 13. Court Resurfacing Products.
Contractor shall submit list of proposed materials to be used for approval in advance of application. All court crack filler, resurfacing and color course materials shall be applied per manufacturer's specifications. Contractor to specify the application rate for each coat of resurfacer and color coating in advance of application. Contractor shall use crack repair fabric on approximately 850' of cracks.
- 14. Warranty: Contractor shall warrant the completed resurfacing to be free of significant defects in workmanship and material for a period of one year from date of completion of the work.
- 15. Cleanup
Contractor shall clean up any debris or spills resulting from the work.

What to Submit with a Bid

- A. Cost broken down in categories.
 - a. Itemized Material List
 - b. Labor
- B. List of references in Washington State
- C. Warranties and guarantees for work and material
- D. Prevailing Wage Documentation
- E. Non-Collusion Affidavit
- F. Subcontractor List (if subcontractors used)

Option 1:

1. Include a printed list of the wage rates that identifies the effective date and the county in which the public work project is located.

Option 2:

1. Include a link to prevailing wages
<http://www.lni.wa.gov/tradeslicensing/prevwage/wagerates/>
and,
2. Identify the exact wage publication date to use (the effective date), and
3. List the county in which the work will be performed, and
4. Provide a statement indicating a printed copy of the wage rates are available for viewing in your office, and
5. Explain that your agency will mail a hard copy of wage rates upon request.

Bids

The City reserves the right to waive any irregularities of the bids, and to reject any or all bids.

All bid proposals shall include a Subcontractor List and Non-Collusion Affidavit, and shall be submitted in the form provided below:

Bid Proposal to Resurface Fircrest Park Tennis Courts

_____ (“Bidder”) hereby submits this Bid Proposal to the City of Fircrest (“The City”) for the above referenced project (“Project”) in response to the Notice Inviting Bids and in accordance with the Contract Documents referenced therein.

1. Bid. Bidder proposes to perform and fully complete the Work for the Project as specified in the Contract Documents, within the time required for full completion of the Work, for the following price (“Bid”):

_____ Dollars (\$ _____).

2. Addenda. Bidder acknowledges receipt of the following addenda:

Addendum: Date Received:

#01 _____

#02 _____

#03 _____

3. Bidder's Warranties. By signing and submitting this Bid Proposal, Bidder warrants the following:

- 3.1 Bidder has thoroughly examined the Contract Documents, and represents that, to the best of Bidder's knowledge there are no errors, omissions, or discrepancies in the Contract Documents.
- 3.2 Bidder has had the opportunity to examine the Worksite and local conditions at the Project location.
- 3.3 Bidder is fully qualified to perform the Work.
- 3.4 Bidder has carefully reviewed this Bid Proposal and is solely responsible for any errors or omissions contained in its completed Bid.

4. Award of Contract. By signing and submitting this Bid Proposal, Bidder agrees that if Bidder is awarded the Contract for the Project, that within ten (10) days following issuance of the notice of award to Bidder, Bidder shall:

- 4.1 Enter into a Contract with The City in accordance with the terms of this Bid Proposal, by signing and submitting to The City the Contract form included with the Contract Documents; and
- 4.2 Submit to The City the insurance certificate(s) and endorsement(s) as required by the Contract Documents; and
- 4.3 Submit proof of City of Fircrest business license: Existing licenses:
<http://bls.dor.wa.gov/LicenseSearch/> New licenses or adding City of Fircrest on to their current license:
Apply at: <https://business.wa.gov/BLS> - Phone 1-800-451-7985
Submit copy of receipt of business license application
- 4.4 The contract and all required supporting documentation must be filed at jwestman@cityoffircrest.net OR: Mail to: City of Fircrest – City Clerk, 115 Ramsdell Street, Fircrest, WA 98466
- 4.5 Provide an Original Certificate of Insurance with City listed as an Additional insured and policy endorsement page must be attached with project name specified-or portion of insurance policy showing this is covered when required by written contract.

This Bid Proposal is hereby submitted on _____, 20__:

s/ _____

Name and Title [print]

Company Name License # and Classification

Address and Phone No.

City, State, Zip Code, Fax

Attachments:

Bid Schedule

Subcontractor List

Non-collusion Affidavit

Verification of Ability to Meet Minimum Insurance Requirements.

All bid proposals are to be returned to Fircrest Parks and Recreation Department, Attention: Jeff Grover, Parks and Recreation Director at 115 Ramsdell Street, Fircrest WA 98466 no later than 4 PM on August 5th, 2022.

If you have any questions, please contact Jeff Grover, Parks and Recreation Director at jgrover@cityoffircrest.net or call 253-238-4160.

Best Regards,

Jeff Grover
City of Fircrest
Parks and Recreation Department

Attachment A Sample Agreement

AGREEMENT FOR RESURFACING FIRCREST PARK TENNIS COURTS

THIS AGREEMENT is entered into between the City of Fircrest, Washington, hereinafter referred to as the "City" and [REDACTED], hereinafter referred to as "Contractor" in consideration of the mutual benefits, terms and conditions hereinafter specified.

1. PROJECT DESIGNATION: The Contractor is retained by the City to perform work for the Resurfacing of Fircrest Park Tennis Courts project.
 2. SCOPE OF WORK: Contractor agrees to perform the Scope of Work including the provision of all labor, materials, equipment and supplies as identified in Exhibit 'A'.
 3. ASSIGNMENT: The Contractor shall not sublet or assign any of the work covered by this agreement without the express written consent of the City.
 4. NON-WAIVER: Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provisions.
 5. TERMS OF AGREEMENT: Notwithstanding, the date of execution hereof, this Agreement shall be in effect [REDACTED] to [REDACTED].
 6. PAYMENT: Upon receipt of an invoice from the Contractor, progress payments may be made on a monthly basis for work completed. Each invoice shall itemize by site and date the work performed and include the "Affidavit of Wages Paid" that was filed with the State of Washington Department of Labor and Industries. The total cost for the Resurfacing of Fircrest Park Tennis Courts project shall not exceed [REDACTED].
 7. PERFORMANCE: The City reserves the right to withhold a part or all of the monthly payments if, in the judgment of the City, the Contractor has not performed or has unsatisfactorily performed any of the work set forth in this contract; provided, that the City shall promptly notify the Contractor in writing of the specific items of non-performance or unsatisfactory performance. It is further provided that any such payments withheld shall reasonably relate to the estimated value of the work not performed.
 8. LIABILITY AND INSURANCE: With the exception of the sole negligence of the City of Fircrest or its employees or officials the contractor agrees to hold the City of Fircrest and city employees and officials harmless from all liability arising out of all work pursuant to this agreement. Contractor will obtain and maintain in force at least the following minimum insurance coverage covering all activity under this agreement, and as to which the City shall be named as primary non-contributory additional insured:
 - a. Workman's Compensation Coverage: Statutory
 - b. General Liability: \$1,000,000/\$2,000,000 aggregate
 - c. Auto Liability: \$1,000,000An insurance certificate showing the foregoing will be submitted to the City for approval before work commences.
- The minimum limits above do not limit the contractor's liability to the City or public.
9. COMPLIANCE WITH LAWS: The Contractor shall be duly licensed and shall comply with all applicable laws, ordinances, and codes of the Federal, State, and local governments. A City of Fircrest business license is required.

10. **TERMINATION:** If the Contractor violates any of the covenants undertaken herein, or any of the duties imposed upon it by the Agreement, this Agreement may be terminated by either party immediately with cause, and without cause upon thirty (30) days' written notice, served to the other party by certified mail. In such case, Contractor shall be compensated by the City for all work performed to the date of termination.

11. **VENUE STIPULATION:** This Agreement has been and shall be considered as having been made and delivered within the State of Washington both as to interpretation and performance. Any action in law or equity, or judicial proceeding for the enforcement of this Agreement, or any of the provisions contained therein, shall be instituted and maintained only in Pierce County Superior Court, Tacoma, Washington.

12. **STATUS OF CONTRACTOR:** Neither the Contractor nor personnel employed by the Contractor shall acquire any rights or status in City employment, nor shall they be deemed employees or agents of the City for any purpose. Contractor is required to employ a qualified Supervisor acceptable to the City. Contractor shall be deemed an independent Contractor and shall be responsible in full for payment of its employees, including prevailing wages, worker's compensation, insurance, payroll deductions, and all related costs.

13. **PREVAILING WAGES:** Prevailing wages are required for this contract.

Option 1: Include a printed list of the wage rates that identifies the effective date and the county in which the public work project is located.

OR

Option 2:

- a) Include a link to prevailing wages
<http://www.lni.wa.gov/tradeslicensing/prevwage/wagerates/> and
- b) Identify the exact wage publication date to use (the effective date) and
- c) List the county in which the work will be performed and
- d) Provide a statement indicating a printed copy of the wage rates are available for viewing in your office and
- e) Explain that your agency will mail a hard copy upon request.

14. **COMPLIANCE WITH CITY POLICY:** The Contractor shall comply with approved City policies concerning the administration of City-owned property, and the provisions of the policy shall have the same force and effect as provisions of this agreement to the extent not inconsistent herewith.

15. **DAMAGE BY VANDALISM OR ACTS OF GOD:** It is understood and agreed that the Contractor shall not be responsible or required to repair, at the sole cost and expense of the Contractor, any major damage or destruction caused by acts of vandalism or acts of GOD and did not result from the negligent acts or omissions of the Contractor or the Contractor's agents.

16. **EXTRA WORK AND CHANGE ORDERS:** Work in addition to, or different from that provided for in the scope of work section shall only be allowed by prior authorization in writing and signed by the City Manager, as a modification to this agreement. Such modification shall be attached hereto and made a part hereof.

17. **SAFETY REQUIREMENT:** All work performed under the terms of this agreement shall be performed in such a manner as to provide maximum safety to the public and employees of the City of Fircrest.

18. HAZARDOUS CONDITIONS: The Contractor shall maintain all work sites free of hazards to person and/or property resulting from its operation.

19. CHEMICALS: Chemicals shall be applied in accordance with written Federal, State and City laws.

INTEGRATED AGREEMENT:

This agreement, together with attachments or addenda, represents the entire and integrated agreement between the representations, or agreements, written or oral. This agreement may be amended only by written instrument signed by both City and Contractor.

DATED this _____ day of _____, 2022

CITY OF FIRCREST

CONTRACTOR...

By: _____
City Manager

By: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT A to Agreement for Resurfacing Fircrest Park Tennis Courts

Scope of Work

The contractor will not only renovate the current old tennis courts at Fircrest Park, but also transform it into a new multisport court. In addition to resurfacing and re-stripping the courts for tennis, the contractor will also including striping for pickle ball on each side of the three tennis courts, equaling a total of six (6) pickleball courts and three (3) tennis courts.

3. Scope of Work

Project shall include all labor, equipment and materials necessary to resurface three public tennis courts. Contractor shall obtain and pay for City of Fircrest Business Licenses before work begins.

4. Contractor shall use SportMaster© ColorPlus™ System or equivalent.

5. Surface Repair

a. Hour after a rain or flooding the court, outline any puddle areas with chalk that cover a 5-cent piece (American coin). These areas should be repaired with Acrylic Patch Binder patching mix.

b. Fill all cracks over 1/8" wide or greater with a suitable acrylic-based crack sealant. Never use a hot or cold applied asphalt-based crack filler.

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h. Drill and Paddle Mixer: A 1 to 1.5 horsepower drill is recommended. Agitated tank systems are also available.

i. Line Taping Machine

10. Proper Application Technique

- j. Have enough materials mixed for the entire coat before starting application.
- k. Always use a good quality masking tape for line striping, along with Stripe Rite line primer. This will minimize bleed under of the line paint for sharp lines. Two-inch wide masking tape is recommended for tennis court striping. One-inch tape works best for circles and arcs. The narrower tape can curve better without billowing.

11. Location of the Work:

The work address is 542 Electron Way, Fircrest, WA 98466.

12. Authorized Work Days and Hours.

Work on the Project shall be scheduled for weekdays, excluding holidays, Monday through Friday, 7am to 5 pm. Weekends may be possible with approval from the City.

13. Work Schedule

The Work is scheduled to occur over a two-week period with the completion date of before September 23, 2022. Work shall only be performed when current and forecast weather conditions are consistent with product manufacturer's specifications.

14. Public Notification and Safety

Contractor to post signs at least 48 hours in advance, at tennis courts informing residents the date that the courts will be closed. Contractor shall take all necessary precautions to protect the public including staff to keep park users away from contractor trucks and equipment and provide all traffic control required to perform the work.

15. Court Resurfacing Products.

Contractor shall submit list of proposed materials to be used for approval in advance of application. All court crack filler, resurfacing and color course materials shall be applied per manufacturer's specifications. Contractor to specify the application rate for each coat of resurfacer and color coating in advance of application. Contractor shall use crack repair fabric on approximately 850' of cracks.

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